

COUNTY OF Greenville

Daniel Williams

FILED CLERK OF COURT ACTION COVERSHEET
 GREENVILLE CO. S.C.
 Plaintiff(s) PAUL S. WICKENSIMER 2015-CP-23-05751

vs.

2015 SEP 18 PM 12 30

The Prudential Insurance Company of
 America, and MasTec, Inc.

EXHIBIT A

Defendant(s)

Submitted By: John R. Peace
 Address: 1225 S. Church S
 Greenville, SC 29605

SC Bar #: 15521
 Telephone #: 864-298-0500
 Fax #: 864-271-3130
 Other:
 E-mail:

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|---|--|
| Contracts
<input type="checkbox"/> Constructions (100)
<input type="checkbox"/> Debt Collection (110)
<input type="checkbox"/> Employment (120)
<input type="checkbox"/> General (130)
<input type="checkbox"/> Breach of Contract (140)
<input type="checkbox"/> Other (199) | Torts - Professional Malpractice
<input type="checkbox"/> Dental Malpractice (200)
<input type="checkbox"/> Legal Malpractice (210)
<input type="checkbox"/> Medical Malpractice (220)
<input type="checkbox"/> Previous Notice of Intent Case # _____
<input type="checkbox"/> Notice/ File Med Mal (230)
<input type="checkbox"/> Other (299) | Torts - Personal Injury
<input type="checkbox"/> Assault/Slander/Libel (300)
<input type="checkbox"/> Conversion (310)
<input type="checkbox"/> Motor Vehicle Accident (320)
<input type="checkbox"/> Premises Liability (330)
<input type="checkbox"/> Products Liability (340)
<input type="checkbox"/> Personal Injury (350)
<input type="checkbox"/> Wrongful Death (360)
<input type="checkbox"/> Other (399) | Real Property
<input type="checkbox"/> Claim & Delivery (400)
<input type="checkbox"/> Condemnation (410)
<input type="checkbox"/> Foreclosure (420)
<input type="checkbox"/> Mechanic's Lien (430)
<input type="checkbox"/> Partition (440)
<input type="checkbox"/> Possession (450)
<input type="checkbox"/> Building Code Violation (460)
<input type="checkbox"/> Other (499) |
| Inmate Petitions
<input type="checkbox"/> PCR (500)
<input type="checkbox"/> Mandamus (520)
<input type="checkbox"/> Habeas Corpus (530)
<input type="checkbox"/> Other (599) | Administrative Law/Relief
<input type="checkbox"/> Reinstatement Drv. License (800)
<input type="checkbox"/> Judicial Review (810)
<input type="checkbox"/> Relief (820)
<input type="checkbox"/> Permanent Injunction (830)
<input type="checkbox"/> Forfeiture-Petition (840)
<input type="checkbox"/> Forfeiture-Consent Order (850)
<input type="checkbox"/> Other (899) | Judgments/Settlements
<input type="checkbox"/> Death Settlement (700)
<input type="checkbox"/> Foreign Judgment (710)
<input type="checkbox"/> Magistrate's Judgment (720)
<input type="checkbox"/> Minor Settlement (730)
<input type="checkbox"/> Transcript Judgment (740)
<input type="checkbox"/> Lis Pendens (750)
<input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)
<input type="checkbox"/> Confession of Judgment (770)
<input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)
<input type="checkbox"/> Other (799) | Appeals
<input type="checkbox"/> Arbitration (900)
<input type="checkbox"/> Magistrate-Civil (910)
<input type="checkbox"/> Magistrate-Criminal (920)
<input type="checkbox"/> Municipal (930)
<input type="checkbox"/> Probate Court (940)
<input type="checkbox"/> SCDOT (950)
<input type="checkbox"/> Worker's Comp (960)
<input type="checkbox"/> Zoning Board (970)
<input type="checkbox"/> Public Service Comm. (990)
<input type="checkbox"/> Employment Security Comm (991)
<input type="checkbox"/> Other (999) |
| Special/Complex /Other
<input type="checkbox"/> Environmental (600)
<input type="checkbox"/> Automobile Arb. (610)
<input type="checkbox"/> Medical (620)
<input checked="" type="checkbox"/> Other (699) | <input type="checkbox"/> Pharmaceuticals (630)
<input type="checkbox"/> Unfair Trade Practices (640)
<input type="checkbox"/> Out-of State Depositions (650)
<input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)
<input type="checkbox"/> Sexual Predator (510) | | |

Erisa

Submitting Party Signature: _____

Date: 9-18-15

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED-CLERK OF COURT
GREENVILLE, SC
PAUL B. WICKENSTIMER
IN THE COURT OF COMMON PLEAS
CA. NO. 2015-CP-23- 05751

Daniel Williams,

2015 SEP 18 PM 12 31

Plaintiff,

vs.

SUMMONS

The Prudential Insurance Company of
America, and MasTec, Inc.

Defendants.

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action,
a copy of which is attached hereto and herewith served upon you, and to serve a copy of your
answer to this Complaint upon the subscriber at 1225 South Church Street, Greenville, South
Carolina 29605, within thirty (30) days after service hereof, exclusive of the day of such service.

~~If you fail to answer, appear or defend, the Plaintiffs will apply to the Court for the relief~~

demanded in the Complaint and judgment will be taken against you by default.

Respectfully Submitted,

John Robert Peace, Esq.

PO Box 8087

Greenville, SC 29604-8087

Ph: (864) 298-0500

September 18, 2015

Attorney for Plaintiff Daniel Williams

PAUL B. WICKENS IMER

Daniel Williams,

2015 SEP 18 PM 12 31

Plaintiff,

vs.

COMPLAINT

The Prudential Insurance Company of
America, and MasTec, Inc.,

Defendants.

Plaintiff Daniel Williams, by and through his undersigned counsel, complaining of the
above-named Defendants would respectfully show unto this Honorable Court the following:

JURISDICTION AND VENUE

1. Prior to his disability, Plaintiff was an employee of Defendant MasTec, Inc. (hereinafter "MasTec").
2. At all times material to the allegations contained here, Plaintiff Daniel William was a participant in the MasTec Long Term Disability Plan (hereinafter "the Plan").
3. Defendant MasTec created employee welfare benefits plans for the purpose of providing long term disability (LTD) benefits to its employees.
4. Plaintiff is informed and believes that the name of the employee benefit plan in question is the MasTec LTD Plan (hereinafter "the Plan").
5. Defendant MasTec established and/or maintained a policy of group insurance with Defendant Prudential Insurance Company of America (hereinafter "Prudential") in order to provide LTD benefits to its employees who chose to participate in the Plan.

6. Defendant Prudential is the insurer and claims administrator of the Plan.
7. Defendants MasTec and Prudential are each fiduciaries with respect to the Plan.
8. The Plan is governed by the Employee Retirement and Income Security Act of 1974 (hereinafter "ERISA"), 29 U.S.C. § 1001, *et seq.*
9. Pursuant to 29 U.S.C. § 1132(e), this Court has jurisdiction over Plaintiff's claims.

FACTUAL ALLEGATIONS

10. Prior to his disability, Daniel Williams enrolled in the LTD Plan.
11. Daniel Williams's last day at work was on or about December 13, 2012.
12. Since December 13, 2012, Plaintiff has been unable to perform the material and substantial duties of his Own Occupation, as well as Any Gainful Occupation, due to lower back pain.
13. After he became disabled, Plaintiff applied for LTD benefits.
14. ~~Prudential approved Plaintiff's claim of Long Term Disability benefits from June 11, 2013 to February 28, 2015 under an Own Occupation definition of Disability.~~
15. By letter dated February 24, 2015, Prudential denied Plaintiff's continuing claim for LTD benefits.
16. On August 21, 2015, Plaintiff appealed Prudential's LTD denial decision.
17. On September 17, 2015, Defendant Prudential denied Plaintiff's LTD benefits appeal.
18. Plaintiff has exhausted all administrative remedies under the Plan.
19. Despite Plaintiff's continuous total disability since December 13, 2012, Defendants have wrongfully failed to pay LTD benefits to Plaintiff as required by the Plan.

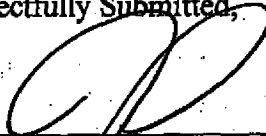
CAUSE OF ACTION

Plaintiff's Claim for LTD, pursuant to 29 U.S.C. §§ 1132(a)(1)(B)

20. Plaintiff incorporates all prior allegations herein, where not inconsistent, as if fully set forth herein.
21. Plaintiff has been totally disabled from performing the material duties of his regular occupation or any other occupation for which he is reasonably qualified since December 13, 2012.
22. Plaintiff is entitled to LTD benefits under the Plan.
23. Plaintiff has been totally disabled from performing the material duties of Any Gainful Occupation for which he is capable of performing by way of education, training, or experience, and is entitled to LTD benefits to his retirement age under the terms of the Plan as described above.
24. Plaintiff seeks LTD benefits under the terms of the Plan, to enforce his rights under the terms of the Plans, and to clarify his rights to future benefits under the terms of the Plans, pursuant to 29 U.S.C. §1132(a)(1)(B).
25. Plaintiff respectfully requests that the Court order each Defendant to pay all amounts due and owing for the Plaintiff's LTD benefits under the terms of the Plan pursuant to 29 U.S.C. § 1132(a)(1)(B).
26. Pursuant to 29 U.S.C. §1132(g), Plaintiff also respectfully requests that the court grant Plaintiff's attorneys fees and costs.

WHEREFORE, Plaintiff Daniel Williams prays for judgment directing Defendants to pay Plaintiff's LTD benefits pursuant to the MasTec Long Term Disability Plan, attorneys fees and costs, and all such further relief as the Court deems just and proper.

Respectfully Submitted,



John R. Peace, Esq.
PO Box 8087
1225 S. Church Street
Greenville, SC 29604-8087
Ph- (864) 298-0500
Fax- (864) 271-3130

Attorney for Plaintiff Daniel Williams

September 18, 2015

Summons and complaint of
within entitled cause received at
this office and service accepted
in accordance with law
this 23 day of Sept

Raymond A. Finner

Director of Insurance
and Attorney to Accept Service
Columbia, SC